

## GENERAL SOLICITATION INSTRUCTIONS (APR 2007)

**1. PREPARATION OF OFFERS.** (a) Offerors are expected to examine the drawings, specifications, descriptions, terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offer must be signed by a person with authority to bind the offeror. Erasures or other changes must be initialed by the person signing the offer.

(c) Unit price for each unit offered shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the Total Price column for each item offered. In case of discrepancy between a unit price and total price, the unit price will be presumed to be correct.

(d) Offeror must state a definite time for delivery of supplies or performance of services unless otherwise specified in the solicitation. Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.

(e) Offers in strict accordance with the solicitation are desired. Any exceptions should be referenced to related documents by title, page, and paragraph, and should be set forth in detail.

(f) This request does not commit us to pay for any costs incurred in the preparation and submission of an offer or for any other costs incurred prior to the execution of a subcontract.

**2. EXPLANATION TO PROSPECTIVE OFFERORS.** Any explanation desired by a prospective offeror regarding the meaning or interpretation of the solicitation must be requested with sufficient time allowed for a reply to reach all prospective offerors before submission of their offers. Any information given to a prospective offeror will be furnished to all prospective offerors if such information is necessary in submitting offers or if the lack of such information would be prejudicial to any other prospective offerors.

**3. AMENDMENTS TO SOLICITATIONS.** If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Receipt of an amendment to a solicitation must be acknowledged in writing.

**4. SUBMISSION OF OFFERS.** (a) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, offers and modifications to offers shall be submitted in paper media in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in (4)(a)(1) and (4)(a)(2) of this paragraph.

(b) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

**5. LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF OFFERS.** (a) Offerors are responsible for submitting offers, and any modifications or revisions, so as to reach the Company office designated in the solicitation by the time specified in the solicitation. Any offer received after the time specified but before award may be considered solely within the Company's discretion.

(b) Offers may be withdrawn by written notice received before award. Offers may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award.

**6. DISCOUNTS.** Prompt payment discounts will be included in the evaluation of offers if the period of the offered discount is sufficient to permit payments within such period in the regular course of business under the delivery, inspection, and payment provisions of the solicitation.

**7. AWARD.** (a) The subcontract will be awarded to the responsible offeror whose offer represents the best value, total cost of the acquisition and other factors considered.

(b) The Company may reject any or all offers and waive informalities and minor irregularities in offers received.

(c) Except as may otherwise be provided in the solicitation, the Company may accept any item or group of items of any offer, unless the offeror qualifies the offer by specific limitations.

(d) The Company may make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the offer.

(e) The Company may make multiple awards if, after considering the additional administrative costs, it is in the Company's best interest to do so.

(f) Exchanges with offerors after receipt of an offer do not constitute a rejection or counteroffer by the Company.

(g) The Company may determine that an offer is unacceptable if the prices proposed are materially unbalanced. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly overstated or understated.

(h) The Company may award based on initial offers. Accordingly, each offer should be submitted on the most favorable terms, from a price and technical standpoint, that the offeror can submit.

(i) A written award or acceptance mailed or otherwise furnished to the successful offeror within the time specified in the offer shall result in a binding subcontract without further action by either party.

**8. GOVERNMENT-FURNISHED PROPERTY.** No materials or equipment will be furnished by the Company or the Government unless otherwise provided in the solicitation.

**9. DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER.** (a) The offeror shall enter, on the cover page of its

offer, the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and ZIP Code.

(iv) Company mailing address, city, state and ZIP Code (if different from physical address).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

**10. TREATMENT OF OFFER INFORMATION.** (a) An offer may contain technical data and other data, including trade secrets or privileged or confidential commercial or financial information, that the Offeror does not want disclosed to the public or used by the Company or the Government for any purpose other than offer evaluation. To protect such data, the Offeror must specifically identify each page, including each line or paragraph thereof, containing the data to be protected, and attach to the offer a cover sheet containing the following notice:

#### **NOTICE**

*The data contained in pages \_\_\_\_\_ of this offer have been submitted in confidence and contain trade secrets and/or privileged or confidential commercial or financial information, and such data shall be used or disclosed only for evaluation purposes, provided that if a subcontract is awarded to this Offeror as a result of this offer, the Company and the Government shall have the right to use or disclose the data herein to the extent provided in the subcontract. This restriction does not limit the Company's and the Government's rights to use or disclose data obtained without restriction from any source, including the offeror.*

(b) Reference to the above notice on the Cover Sheet shall

be placed on each page to which the notice applies. The Company assumes no liability for disclosure or use of unmarked data and may use or disclose such data for any purpose.

(c) Should a subcontract be awarded based on an offer, it is policy, in consideration of the award, to obtain unlimited rights for the Government in technical data contained in the offer unless the prospective subcontractor marks those portions of the technical information that he asserts as "proprietary data" or specifies those portions of such technical data that are not directly related to or will not be utilized in the work to be funded under this subcontract. "Proprietary data" are technical data that embody a trade secret developed at private expense, such as design procedures or techniques; chemical composition of material; or manufacturing methods, processes, or treatments, including minor modifications thereof, provided that such data: (1) are not generally known or available from other sources without obligation concerning their confidentiality, (2) have not been made available by the owner to others without obligation concerning their confidentiality, and (3) are not already available to the Government without obligation concerning their confidentiality. A proposer that receives a subcontract award shall mark the data identified as proprietary by specifying the appropriate proposal page numbers to be inserted in the Rights to Proposal Data (Technical) clause below. Subject to the concurrence of the Company, information unrelated to the subcontract may be deleted from the proposal. The responsibility, however, of identifying technical data as proprietary or deleting it as unrelated rests with the prospective subcontractor.

(d) The following clause shall be included in any subcontract where the proposer seeks to protect proprietary proposal data. This clause is intended to apply only to technical data and not to other data such as privileged or confidential commercial or financial information.

**RIGHTS TO PROPOSAL DATA (TECHNICAL).** Except for data contained on pages \_\_\_\_\_, it is agreed that as a condition of the award of this subcontract and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Technical Data" clause contained in this subcontract) in and to the technical data contained in the offer dated \_\_\_\_\_, upon which this subcontract is based.

**11. BRAND NAME OR EQUAL.** (a) If an item in this solicitation is identified as "brand name or equal," the purchase description reflects the characteristics and level of quality that will satisfy the Company's needs. The salient physical, functional, or performance characteristics that "equal" products must meet are specified in the solicitation.

(b) To be considered for award, offers of "equal" products, including "equal" products of the brand name manufacturer, must—

(1) Meet the salient physical, functional, or performance characteristic specified in this solicitation;

(2) Clearly identify the item by brand name, if any, and make or model number;

(3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Company; and

(4) Clearly describe any modifications the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.

(c) The Company will evaluate “equal” products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Company. The Company is not responsible for locating or obtaining any information not identified in the offer.

(d) Unless the offeror clearly indicates in its offer that the product being offered is an “equal” product, the offeror shall provide the brand name product referenced in the solicitation.

**12. CONDITIONS AFFECTING THE WORK.** Offerors should visit the site and take such other steps as may be reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work or the cost thereof. Failure to do so will not relieve offerors from responsibility for estimating properly the difficulty or cost of successfully performing the work. The Company and the Government will assume no responsibility for any understanding or representations concerning conditions made by any of their officers or agents prior to the execution of the subcontract, unless included in the Subcontract Documents.

(End of instructions)